RESOLUTION 2018-086  

PASSED: JUNE 25, 2018

AUTHORIZING AN AMENDMENT TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF EXTENDING THE SFY2018 DEKALB SYCAMORE AREA TRANSPORTATION STUDY GRANT FOR AN ADDITIONAL SIX-MONTHS, TO DECEMBER 31, 2018.

WHEREAS, the City of DeKalb has agreed to serve as the fiscal agent for the DeKalb Sycamore Area Transportation Study (DSATS), the Metropolitan Planning Organization (MPO) for the DeKalb urbanized area; and

WHEREAS, the City Council authorized the Mayor to execute an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) for the funding of DSATS at its October 9, 2017, meeting, via Resolution 2017-121; and

WHEREAS, an amendment to the agreement of services has been requested to extend the contract term from June 30, 2018, to December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the Mayor of the City of DeKalb, Illinois be authorized and directed to execute the amendment to the DSATS/IDOT SFY2018 IGA to extend the agreement of funding DSATS operations from June 30, 2018, to December 31, 2018. A copy of the amendment is attached hereto and made part thereof as Exhibit “A”.

Section 2: That the Deputy City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 25th day of June 2018, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Verbic, Faivre, Smith. Nay: None. Absent: Noreiko.

ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JERRY SMITH, Mayor
Amendment 1

FOR THE AGREEMENT with CITY OF DEKALB

(1775106301) 18-1009-2503 A1

The undersigned GRANTOR and GRANTEE (the PARTIES) agree that the following AMENDMENT shall amend the AGREEMENT referenced herein. All terms and conditions set forth in the original AGREEMENT, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this AMENDMENT shall prevail. This AMENDMENT is in the best interest of the State of Illinois and is authorized by law and Article 26.5 of the AGREEMENT.

1. Description Of Agreement

Work included in the 2018 Unified Work Program for Administration and Support, Development and Information, Long-Range Planning, Short-Range Planning and Special Studies

2. Effective Date Of Amendment

Upon Execution

3. Description Of Amendment

A 6 month extension is being requested. Current end date is 6/30/18. New end date 12/31/18.

4. Attachments and Incorporations

Choose the appropriate attachment clause

☐ No Attachments applicable to this Amendment

☒ The following Attachments are hereby incorporated and made part of this Amendment

Attachment A is incorporated and made part of this Amendment.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective parties.
FOR THE GRANTEE

Signature of the Authorized Representative: 

[Signature]

Printed Name & Title of the Authorized Representative: Jerry Smith, Mayor

Date: 5-29-18

Governmental Body: City of Dekalb

Legal Address: 200 S 4th Street

City: DeKalb

State: IL

Zip: 60115

Attn: Tim Holdeman

Email: Tim.Holdeman@CITYOFDEKALB.

FOR THE GRANTOR

Check One:

☒ The amendment is under $250,000. Only the Director and/or Secretary's signatures are required and may be delegated.

☐ The amendment is over $250,000. All signatures below are required and cannot be delegated.

Erin Aleman, Director

Office of Planning & Programming

Date: 6/27/18

By

Printed Name

Printed Title

 Randall S. Blankenhorn, Secretary of Transportation

Date: 6/25/18

By

Printed Name

Printed Title

Philip C. Kaufmann, Chief Counsel

(Approved as to form)

Date: 6/27/18

Matt Magalis, Chief Fiscal Officer

Date: 6/25/18
Attachment A

[Describe which Exhibit(s) of the UIGA is (are) being amended] of the original AGREEMENT is to include the following:

Article 1 Section 1.4 Term is amended to change the contract end date:

This Agreement shall be effective on 07/01/2017 and shall expire on 12/31/2018 unless terminated pursuant to this Agreement.
RESOLUTION 2017-121      PASSED: OCTOBER 9, 2017

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE DEKALB SYCAMORE AREA TRANSPORTATION STUDY FOR METROPOLITAN PLANNING ORGANIZATION FUNDING FROM JULY 1, 2017 TO JUNE 30, 2018 IN AN AMOUNT NOT TO EXCEED $266,539.

WHEREAS, the City of DeKalb has agreed to serve as the fiscal agent for the DeKalb Sycamore Area Transportation Study (DSATS), the Metropolitan Planning Organization (MPO) for the DeKalb urbanized area; and

WHEREAS, the total grant funds under this agreement are $265,300 of which $212,240 (80% share) are Federal PL and FTA funds, and $53,060 (20% share) is State funds as part of the State Fiscal Year (SFY) 2017 budget; and

WHEREAS, at the August 28, 2017, meeting, the DeKalb City Council approved the SFY 2018 DSATS budget; and

WHEREAS, at the June 14, 2017, meeting, the DSATS Policy Committee approved by unanimous vote, the SFY 2018 budget and Unified Planning Work Program (UPWP); and

WHEREAS, the City Manager designated the current Public Works Director to act as the DSATS Director and was approved by the DSATS Policy Committee at its March 8, 2017, meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the Mayor of the City of DeKalb, Illinois be authorized and directed to execute the Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) for federal MPO planning funds to support DSATS transportation planning activities. A copy of the amendment is attached hereto and made part thereof as Exhibit "A".

Section 2: That the DSATS Director be designated as the Authorized Representative to sign all invoice requisitions and other official documents related to the governance of the aforementioned IGA with IDOT.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9th day of October, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

SUSANNA HERRMANN, City Clerk
JERRY SMITH, Mayor
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF DEKALB

The Illinois Department of Transportation, (Grantor), with its principal office at 2300 S. Dirksen Parkway, Rm 341, Springfield, Illinois 62764

and The City of DeKalb, (Grantee), with its principal office at 200 S. 4th Street, DeKalb, IL 60115

and payment address (if different than principal office) at NA

hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number: SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 031611213 is Grantee’s correct DUNS number; that 36-6005843 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (includes Not For Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust
- Pharmacy-Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)
  - P = partnership
  - C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.
1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be $266,539.00, of which $213,231.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NA, the Federal awarding agency is FHWA & FTA, and the Federal Award date is NA (1009-2503, State Award Identification Number/SAIN). If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Metropolitan Planning Funds and Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1009:494-00-1437.

1.4 Term. This Agreement shall be effective on JUL 1, 2017 and shall expire on JUN 30, 2018 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF TRANSPORTATION
By: ____________________________
   Signature of Name & Title
By: ____________________________
   Signature of Designee
Date: ____________________________
Printed Name: Erin Aleman
Printed Title: Director, Office of Planning and Programming

By: ____________________________
   Signature of First Other Approver’s Name & Title
By: ____________________________
   Signature of Designee
Date: ____________________________
Printed Name: Philip Kaufmann
Printed Title: Acting Chief Counsel, CCC

By: ____________________________
   Signature of Second Other Approver’s Name & Title
By: ____________________________
   Signature of Designee
Date: ____________________________
Printed Name: Jeff Heck
Printed Title: Chief Financial Officer, Office of Finance and Administration

By: ____________________________
   Signature of Third Other Approver’s Name & Title
By: ____________________________
   Signature of Designee
Date: ____________________________
Printed Name: Randall S. Blankenhorn
Printed Title: Secretary of Transportation

By: ____________________________
   Signature of Fourth Other Approver’s Name & Title
By: ____________________________
   Signature of Designee
Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

THE CITY OF DEKALB
By: ____________________________
   Signature of Authorized Representative
Date: ____________________________
Printed Name: Jerry Smith
Printed Title: Mayor
Email: jerry.smith@cityofdekalb.com

By: ____________________________
   Signature of Authorized Representative
Date: ____________________________
Printed Name: Tim Holdeman
Printed Title: DSATS Director / Public Works Director
Email: tim.holdeman@cityofdekalb.com
1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF TRANSPORTATION
By: ____________________________
Signature of Name & Title

By: ____________________________
Signature of Designee

Date: ____________
Printed Name: Erin Alleman
Printed Title: Director, Office of Planning and Programming

By: ____________________________
Signature of First Other Approver’s Name & Title

By: ____________________________
Signature of Designee

Date: ____________
Printed Name: Philip C. Kaufmann
Printed Title: Acting Chief Counsel

By: ____________________________
Signature of Second Other Approver’s Name & Title

By: ____________________________
Signature of Designee

Date: ____________
Printed Name: Jeff Heck
Printed Title: Chief Financial Officer, Office of Finance and Administration

By: ____________________________
Signature of Third Other Approver’s Name & Title

By: ____________________________
Signature of Designee

Date: ____________
Printed Name: Randall S. Blankenhorn
Printed Title: Secretary of Transportation

By: ____________________________
Signature of Fourth Other Approver’s Name & Title

By: ____________________________
Signature of Designee

Date: ____________
Printed Name: Tim Holdeman
Printed Title: DSATS Director / Public Works Director

THE CITY OF DEKALB
By: ____________________________
Signature of Authorized Representative

Date: ____________
Printed Name: Jerry Smith
Printed Title: Mayor
Email: jerry.smith@cityofdekalb.com

By: ____________________________
Signature of Authorized Representative

Date: ____________
Printed Name: Tim Holdeman
Printed Title: DSATS Director / Public Works Director
Email: tim.holdeman@cityofdekalb.com

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 3 15 17
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EXHIBIT A

PROJECT DESCRIPTION

The GRANTEE Metropolitan Planning Organization (MPO), The City of DeKalb, DeKalb Area Transportation Study (DATS), shall provide the transportation planning work products described in the approved FY2018 Unified Work Program (UWP). Activities in which the GRANTEE will participate with Federal Highway Administration (FHWA) Federal Metropolitan Planning (PL) funds, Federal Transit Administration (FTA) Section 5305(d) funds, and State Metropolitan Planning Funds are shown under the Work Element heading.

WORK ELEMENTS

1. PROGRAM ADMINISTRATION AND SUPPORT
2. PROGRAM DEVELOPMENT AND INFORMATION
3. LONG-RANGE TRANSPORTATION PLANNING
4. SHORT-RANGE TRANSPORTATION PLANNING & SPECIAL STUDIES

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Deliverables:

During FY2018, the Grantee shall be responsible for the following, copies of which shall be delivered to the Grantor as requested:

1. Performance Report*
2. FY2019 draft UTWP,
3. FY2019-2022 TIP,
4. Long Range Transportation Plan,
5. Short Range Transportation Plan, and

*The Grantee shall provide a Report of Performance, including but not limited to, measures of service efforts and accomplishments, such as efficiency measures, cost-outcome, and output measures. The Grantee shall make available, at the Grantor’s request, copies of all work products prepared through this AGREEMENT.

Deliverables should be mailed to:

Illinois Department of Transportation
Bureau of Planning
Attn: Tom Keiso, Senior Metropolitan Planning Manager
2300 S. Dirksen Parkway, Room 311
Springfield, IL 62764

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1 **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.
(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.
ARTICLE VI
BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(1)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 IILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 IILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 IILCS 5/33E-3 or 720 IILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 IILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 IILCS 385/1 et seq.).
(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
(n) Health Insurance Portability and Accountability Act. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) Criminal Convictions. Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) Forced Labor Act. Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) Illinois Use Tax. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) Goods from Child Labor Act. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI
LOYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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11.6 **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO or PART THREE.**

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

13.1 **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G.** Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2 **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.
13.3 **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by [PART TWO](#) or [PART THREE](#).

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this [ARTICLE XIII](#), [ARTICLE XIV](#), or [ARTICLE XV](#) shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV**

**PERFORMANCE REPORTING REQUIREMENTS**

14.1 **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in [PART TWO](#) or [PART THREE](#). Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in [PART TWO](#) or [PART THREE](#). Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in [PART TWO](#) or [PART THREE](#). 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2 **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.
14.3 **Content of Performance Reports.** Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.


**ARTICLE XV**

**AUDIT REQUIREMENTS**

15.1 **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 **Audit Requirements.**

(a) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

(b) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3 **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4 **Report Timing.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.
ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days’ written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days’ written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee’s failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
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(b) Grantee shall not incur any costs or obligations that require the use of those Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4 Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

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ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such actions or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.
22.3 **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.315 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII**
**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 **Prior Notification/Release of Information.** Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV**
**INSURANCE**

24.1 **Purchase and Maintenance of Insurance.** Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 **Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV**
**LAWSUITS**

25.1 **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.
ARTICLE XXVI
MISCELLANEOUS

26.1 **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 **Exhibits and Attachments.** Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 **Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
26.13 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT C

PAYMENT

Grantee shall receive $ 266,539.00 under this Agreement.

Appropriation Code(s):
Fed 011-49407-1900-1000; State 011-49407-1900-2000

Enter specific terms of payment here:

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Operations Manager and Budget Assistant in order to receive reimbursement.

   a. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Operations Manager and Budget Assistant at:

   Illinois Department of Transportation
   Bureau of Planning
   Attn: Tom Kelso
   2300 Dirksen Parkway, Room:311
   Springfield, IL 62704

II. All invoices shall be signed by an authorized representative of the Grantee.

   a. The invoice must include:

      i. Indication of total amount of federal and matching funds expended.

      ii. Cover Letter to the C-13:

         1. States the Obligation Number, contract name, source of funds being requested (typically PL, but can be SPR, FTA, state funds, and CMAQ).

         iii. Requests for reimbursement must be requested on Form C-13.

      iv. Back up documentation which may include payroll and expenditures must be submitted with each invoice.

      v. Certification by the Grantee’s finance officer of accurate expenses.

      vi. Expenditure and Progress Report:

         1. Percentage of work complete and amount requested per line item for invoice period.

         2. Identification of expenditures by work task.

         3. Progress reports are required via 23 CFR 420.117. State and federal regulations require:

            a. Quarterly reports shall be submitted to the Operations Manager and Budget Assistant 30 days after end of the reporting period.

            b. Final reports shall be submitted to the Operations Manager and Budget Assistant 90 days after the end of the reporting period.

      vii. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.

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b. All invoices for services performed and expenses incurred by the Grantee prior to July 1st of each year must be presented to the Grantor no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the Grantor shall not be obligated to make payment to the Grantee on invoices presented after said date. Failure by the Grantee to present such invoices prior to said date may require the Grantee to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The Grantor will direct all payments to the Grantee’s remittance address listed in this Agreement.

III. Metro Manager Review and Approval
   a. Upon submittal of an invoice, the Grantor’s Metro Manager reviews and checks:
      i. Mathematical accuracy.
      ii. That requested reimbursement is consistent with items included in the approved UPWP.
      iii. That total amount invoiced is proportional to total amount budgeted.
      iv. Expenditure for each line item is less than or equal to the budgeted amount.
      v. Completion of the work being invoiced.
   b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the Metro Manager will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the Grantee.
   c. The Metro Manager will review and approve or reject the invoice within seven days of the Grantee’s submittal. If rejected, the invoice is not sent to the Comptroller until it is revised and approved by the Metro Manager.

IV. Operations Manager Approval
   a. Once approved, the Operations Manager submits invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards it to the Comptroller.

V. Send Payment
   a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee’s Local Public Agency (LPA).
   b. If approved by the Metro Manager, payment is made within 15 days of receiving a complete invoice.

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EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT
Name: Tom Kelso
Title: Senior Manager, Metropolitan Planning Organizations
Address: 2300 S. Dirksen Parkway, Room 311
Phone: 217.785.2996
TTY#: NA
Fax#: NONE
E-mail Address: Thomas.kelso@illinois.gov

GRANTEE CONTACT
Name: Brian Dickson
Title: Fiscal Officer
Address: 200 S. 4th Street, DeKalb, IL 60115
Phone: 815.748.2367
TTY#: NA
Fax#: NA
E-mail Address: brian.dickson@cityofdekalb.com

Additional Information:

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EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall:

1) Submit accurate and timely invoices.

2) Promptly respond to inquiries by the Grantor.

3) Provide the final product by the end of this Agreement.

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EXHIBIT F

PERFORMANCE STANDARDS

The Grantee shall:

1) Submit accurate and timely invoices at minimum quarterly.
2) Promptly respond to inquiries by the Grantor.
3) Provide the final product by the end of this Agreement.

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Agreement No. 17 751 06301

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

I. Quality of Management Systems (2 CFR 200.302)
   i. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.

   Corrective Action(s) needed to change status:
   Implementation of new or enhanced system, mitigating controls or a combination of both.
   Timeframe: One year from the implementation of corrective action.

II. Financial Reporting and Regulatory (2 CFR 200.327)
   i. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.

   Corrective Action(s) needed to change status:
   Implementation of new or enhanced system, mitigating controls or a combination of both.
   Timeframe: One year from the implementation of corrective action.

III. Cost Principles (2 CFR 200.400)
   i. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.

   Corrective Action(s) needed to change status:
   Implementation of additional controls for reviewing and approval expenditures.
   Timeframe: One year from the implementation of additional controls.

IV. Organizational Governance
   (Including but not limited to: Board of Directors, City Council, County Board, Leadership, Legislature, Governor’s Office, etc.)
   i. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.

   Corrective Action(s) needed to change status:
   Implementation of corrective action that would include enhancing the oversight of the Board.
   Timeframe: One year from the implementation of corrective action.

V. Fraud, Waste, and Abuse
   i. Grantee shall submit monthly IDOT BOBS 2832 form in addition to other required reports.

   Corrective Action(s) needed to change status:
   Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation. Timeframe: One year from the implementation of corrective action.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor’s authorized inspection or review. final audit, the Grantee’s independent audit, or as a result of any duly authorized inspection or review.

ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

   a. the employee, officer, board member, or agent;
   b. any member of his or her immediate family;
   c. his or her partner; or
   d. an organization which employs, or is about to employ, any of the above.

   The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

   The code shall also provide that Grantee’s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

PROCUREMENT PROCEDURES/ EMPLOYMENT OF GRANTOR PERSONNEL

1. Procurement of Goods or Services – Federal Funds – For purchases of products or services with any Federal funds that costs more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at $100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (atleast three) of qualified sources. Procurement of products or
services with any Federal funds for $100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used, provided that the procurement procedures confirm to the provisions in Part 3(K) below. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

2. Procurement of Goods or Services -- State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $50,000.00 and $20,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for $50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

FEDERALLY FUNDED AGREEMENTS

Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from
participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102, 49 CFR Part 18.32, the current FTA Master Agreement and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year
period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposer," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Compliance sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Drug Free Workplace.** The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

**Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantee to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001,
Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Grantee certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Grantee assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1455 et seq., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not prejudice interface with other intelligent transportation systems in the Region.


Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
   • Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
   • Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
   • Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
   • The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
   • The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
   • The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 et seq., relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   • The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
   • Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
   • Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5322, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
   • Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
   • Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
   • Notification of violating facilities pursuant to Executive Order 11738;
   • Protection of wetlands pursuant to Executive Order 11990;
   • Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
   • Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
   • Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
   • Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
   • Protection of endangered species under the Endangered Species Act of 1973, as amended;
   • The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
   • Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
   - Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
   - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
   - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
   - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
   - Executive Order 11593, which relates to identification and protection of historic properties;
   - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
   - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
   - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
   - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and
   - Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

Energy Conservation. To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

Eligibility For Employment In The United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

Third Party Dispute Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FTA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT’s, FTA’s or the Grantor’s immunity to suit.


Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C.§ 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

NO ADDITIONAL PROJECT-SPECIFIC TERMS.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
# State of Illinois
## UNIFORM GRANT BUDGET TEMPLATE

**State Agency:** Illinois Department of Transportation  
**Organization Name:** City of Dekalb  
**Data Universal Number System (DUNS) Number (enter numbers only):** 031611213  
**Catalog of State Financial Assistance (CSFA) Number:** 494-00-1009  
**CSFA Short Description:** Metropolitan Planning Program  
**Fiscal Year:** 7/1/2018  
**Notice of Funding Opportunity (NOFO) Number:** n/a

### Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Requested</td>
<td>$266,538.20</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salary and Wages)</td>
<td>200.430</td>
<td>$112,749.80</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$39,133.00</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$6,896.00</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$250.00</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$2,493.00</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200.318 &amp; 200.92</td>
<td>$10,760.00</td>
</tr>
<tr>
<td>7. Consultant (Professional Service)</td>
<td>200.459</td>
<td>$78,768.00</td>
</tr>
<tr>
<td>8. Construction</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200.465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200.87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td>$</td>
<td>300.00</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200.472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>15. B. Grant Exclusive Line Item(s)</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$251,349.80</td>
</tr>
<tr>
<td>17. Total Indirect Costs</td>
<td>200.414</td>
<td>$15,188.40</td>
</tr>
</tbody>
</table>

**Rate %:** 10  
**Base:** 151884

18. Total Costs State Grant Funds (Lines 16 and 17)  
**MUST EQUAL REVENUE TOTALS ABOVE**  
**$266,538.20**

---

Instructions found at end of document.
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Dekalb

NOFO Number: n/a

SECTION A - Continued - Indirect Cost Rate Information
If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options:

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68]. [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: 07/01/17 To: 06/30/18 Approving Federal or State Agency: FTA
Indirect Cost Rate: 10.00 % The Distribution Base Is: 151884
## Section B: Non-State of Illinois Funds

**REVENUES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Match Requirement %:</td>
<td></td>
</tr>
<tr>
<td>(Agency to Populate)</td>
<td></td>
</tr>
<tr>
<td>b) Cash</td>
<td>$</td>
</tr>
<tr>
<td>c) Non-Cash</td>
<td>$</td>
</tr>
<tr>
<td>d) other Funding and Contributions</td>
<td>$</td>
</tr>
<tr>
<td>Total Non-State Funds (lined b through d)</td>
<td>$</td>
</tr>
</tbody>
</table>

**Budget Expenditure Categories**

<table>
<thead>
<tr>
<th>Category</th>
<th>OMB Uniform Guidance</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries and Wages)</td>
<td>200.430</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$</td>
</tr>
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<td>$</td>
</tr>
<tr>
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<td>200.459</td>
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</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200.465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200.87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200.472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$</td>
</tr>
<tr>
<td>17. Total indirect Costs</td>
<td>200.414</td>
<td>$</td>
</tr>
</tbody>
</table>

**Rate %:**

**Base:**

**18. Total Costs State Grant Funds**

**(Lines 16 and 17)**

**MUST EQUAL REVENUE TOTALS ABOVE**

$
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Dekalb
Data Universal Number System (DUNS) Number (enter numbers only): 031611213
Catalog of State Financial Assistance (CSFA) Number: 494-00-1009
NOFO Number: n/a
Fiscal Year: 7/1/2018
CSFA Short Description: Metropolitan Planning Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

City of DeKalb
Institution/Organization Name:

Finance Director
Title (Chief Financial Officer or equivalent):

Molly Talkington
Printed Name (Chief Financial Officer or equivalent):

Signature (Chief Financial Officer or equivalent):

Date of Execution (Chief Financial Officer):

City of DeKalb
Institution/Organization Name:

Public Works Director
Title (Executive Director or equivalent):

Tim Holdeman
Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.
Under FFATA, all subrecipients who receive $25,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

<table>
<thead>
<tr>
<th>4-digit extension if applicable</th>
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<tbody>
<tr>
<td>Subrecipient DUNS: 16874654</td>
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<tr>
<td>Subrecipient Parent Company DUNS:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subrecipient Name: Voluntary Action Center of DeKalb County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient DRA Name: TransVAC</td>
</tr>
<tr>
<td>Subrecipient Address: 1606 Bethany Rd</td>
</tr>
<tr>
<td>City: Sycamore</td>
</tr>
<tr>
<td>Subrecipient Principal Place of Performance: 1606 Bethany Rd</td>
</tr>
<tr>
<td>City: Sycamore</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Number (if known):</th>
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<tr>
<td>Award Amount: $3,304,280</td>
</tr>
<tr>
<td>Project Period: FY18</td>
</tr>
<tr>
<td>From: 7/1/17 - 6/30/18</td>
</tr>
</tbody>
</table>

| State of Illinois Awarding Agency and Project Description: |

Under certain circumstances, subrecipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:

**Q1.** In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants, subcontracts and/or cooperative agreements?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Yes **If yes, must answer Q2 below**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No **If no, you are not required to provide data.**

**Q2.** Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6164 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yes **If yes, must provide the data. Please fill out the rest of this form.**

Please provide names and total compensation of the top five officials:

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

1. Personnel (Salaries and Wages) (2 CFR 200.430)
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Personnel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Holdeman</td>
<td>DSATS Director</td>
<td>$129,727.00</td>
<td>Yearly</td>
<td>15 %</td>
<td>1</td>
<td>$19,459.05</td>
<td>Add/Delete</td>
</tr>
<tr>
<td>Brian Dickson</td>
<td>DSATS Ass. Director</td>
<td>$83,957.00</td>
<td>Yearly</td>
<td>50 %</td>
<td>1</td>
<td>$41,978.50</td>
<td>Add/Delete</td>
</tr>
<tr>
<td>Jessica Hyink</td>
<td>DSATS Planner</td>
<td>$59,425.00</td>
<td>Yearly</td>
<td>75 %</td>
<td>1</td>
<td>$44,568.75</td>
<td>Add/Delete</td>
</tr>
<tr>
<td>Freddy Segura</td>
<td>DSATS Intern</td>
<td>$13,487.00</td>
<td>Yearly</td>
<td>50 %</td>
<td>1</td>
<td>$6,743.50</td>
<td>Add/Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>State Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$112,749.80</strong></td>
<td></td>
</tr>
<tr>
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<td></td>
<td>Add/Delete</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Add/Delete</td>
</tr>
<tr>
<td><strong>NON-State Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$112,749.80</strong></td>
<td></td>
</tr>
</tbody>
</table>

Personnel Narrative (State):
SATS Director: Oversight of the development of DSATS Plans, Oversight of TIP, Approval of Grant Management Budgets and Reports, Approval of DSATS Grant Bill Payment, Address DSATS Contractor issues, Approval of Quarterly DSATS Invoices to IDOT, Liaison between DSATS and City of DeKalb officials, DSATS Member Organization Officials, and Federal & State officials, and Approval of DSATS Staff memos to DeKalb City Council.

DSATS Assistant Director: Oversight of development of all DSATS Plans, Administration of DSATS TIP, Agenda Development for DSATS Committees, DSATS Staff Professional Development, Approval of DSATS Committee & Subcommittee Minutes, Development of DSATS Grant Applications, Management of DSATS Grant Reports, Payment of DSATS Vendor Bills, Development of DSATS & Transit Budgets, Coordination with City of DeKalb Auditor on DSATS Budget, DSATS Contractor Oversight, Oversight of DSATS GIS Activities, Management of DSATS Website, Liaison with IDOT Officials, Federal Officials, and Illinois MPO Association, and development of DeKalb City Council Agenda items for projects requiring City Council approval as identified in DeKalb Purchasing Manual.

DSATS Planner: Development of majority of DSATS Plans, including staff development time, management of DSATS Subcommittees including agendas and minutes. Writing of DSATS Committee Minutes and individual Agenda items, Attending conferences, meetings, and training for professional development.
<table>
<thead>
<tr>
<th>Personnel (Salaries and Wages) (2 CFR 200.430)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management of DSATS website, development of travel demand model, oversight of DSATS intern activities, development of GIS maps and data integrity, and development of DeKalb City Council Agenda items for projects requiring City Council approval as identified in DeKalb Purchasing Manual.</td>
</tr>
<tr>
<td>DSATS Intern: Data Collection for DSATS Plans, Map development for DSATS TIP, attendance of conferences and training as part of professional development, data gathering for DSATS Travel Demand Model, DSATS GIS Map Development, and DSATS GIS Data Integrity activities.</td>
</tr>
<tr>
<td>Personnel Narrative (Non-State): (i.e. &quot;Match&quot; or &quot;Other Funding&quot;)</td>
</tr>
</tbody>
</table>
### 2. Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position(s)</th>
<th>Base</th>
<th>Rate (%)</th>
<th>Fringe Benefit Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>FICA</td>
<td>Director, Asst. Director, Planner, Inter</td>
<td>$6,990.00</td>
<td>100 %</td>
<td>$6,990.00</td>
<td>Add, Delete</td>
</tr>
<tr>
<td>Medicare</td>
<td>Director, Asst. Director, Planner, Inter</td>
<td>$1,635.00</td>
<td>100 %</td>
<td>$1,635.00</td>
<td>Add, Delete</td>
</tr>
<tr>
<td>IMRF</td>
<td>Director, Asst. Director, Planner</td>
<td>$16,092.00</td>
<td>100 %</td>
<td>$16,092.00</td>
<td>Add, Delete</td>
</tr>
<tr>
<td>Workers Comp</td>
<td>Director, Asst. Director, Planner, Inter</td>
<td>$338.00</td>
<td>100 %</td>
<td>$338.00</td>
<td>Add, Delete</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>Director, Asst. Director, Planner</td>
<td>$24.00</td>
<td>100 %</td>
<td>$24.00</td>
<td>Add, Delete</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>Director, Asst. Director, Planner</td>
<td>$14,054.00</td>
<td>100 %</td>
<td>$14,054.00</td>
<td>Add, Delete</td>
</tr>
</tbody>
</table>

**State Total** $39,133.00

**Non-State Total**

**Total Fringe Benefits** $39,133.00

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Fringe Benefits Narrative (State):

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Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

---
3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant’s fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the “Miscellaneous” category.

<table>
<thead>
<tr>
<th>Purpose of Travel/Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Travel Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>APA Conference</td>
<td>New Orleans</td>
<td>$3,071.00</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$3,071.00</td>
</tr>
<tr>
<td>Bike Summit</td>
<td>Bloomington?</td>
<td>$370.00</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$370.00</td>
</tr>
<tr>
<td>IDOT Fall Conference</td>
<td>?</td>
<td>$1,360.00</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$1,360.00</td>
</tr>
<tr>
<td>IPTA Fall Conference</td>
<td>Springfield</td>
<td>$375.00</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$375.00</td>
</tr>
<tr>
<td>MPO Meetings</td>
<td>Various/Statewide</td>
<td>$50.00</td>
<td></td>
<td>1</td>
<td>10</td>
<td>$500.00</td>
</tr>
<tr>
<td>Transport Chicago</td>
<td>Chicago</td>
<td>$290.00</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$290.00</td>
</tr>
<tr>
<td>THE Conference</td>
<td>Champaign</td>
<td>$850.00</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$850.00</td>
</tr>
<tr>
<td>Illinois Tollway Tolls</td>
<td></td>
<td>$80.00</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

State Total                   |                |           |       |          | State Total     | $6,896.00    |

Total Travel                  |                |           |       |          | NON-State Total | $6,896.00    |
### 3). Travel (2 CFR 200.474)

<table>
<thead>
<tr>
<th>Travel Narrative (State):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Travel Narrative (Non-State): (i.e., &quot;Match&quot; of &quot;Other Funding&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
4). Equipment *(2 CFR 200.439)*

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. *(Note: Organization’s own capitalization policy for classification of equipment can be used).* Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost Per Item</th>
<th>Equipment Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>New DSATS Furniture</td>
<td>1</td>
<td>$250.00</td>
<td>$250.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>State Total $250.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Add</td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Non-State Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Equipment $250.00</td>
<td></td>
</tr>
<tr>
<td>Equipment Narrative (State):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Narrative (Non-State): <em>(i.e. &quot;Match&quot; or &quot;Other Funding&quot;)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5). Supplies (2 CFR 200.94)
List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Duration</th>
<th>Cost Per Item</th>
<th>Supplies Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Materials</td>
<td>1</td>
<td>$150.00</td>
<td>$150.00</td>
<td>Add</td>
</tr>
<tr>
<td>Office &amp; Library Supplies</td>
<td>1</td>
<td>$150.00</td>
<td>$150.00</td>
<td>Delete</td>
</tr>
<tr>
<td>Water Cooler</td>
<td>1</td>
<td>$100.00</td>
<td>$100.00</td>
<td>Add</td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>1</td>
<td>$300.00</td>
<td>$300.00</td>
<td>Delete</td>
</tr>
<tr>
<td>Oil Changes</td>
<td>1</td>
<td>$75.00</td>
<td>$75.00</td>
<td>Add</td>
</tr>
<tr>
<td>Adobe Creative Cloud</td>
<td>1</td>
<td>$800.00</td>
<td>$800.00</td>
<td>Delete</td>
</tr>
<tr>
<td>Staff Office 360 (2 Licenses)</td>
<td>1</td>
<td>$408.00</td>
<td>$408.00</td>
<td>Add</td>
</tr>
<tr>
<td>Staff Software Upgrades</td>
<td>1</td>
<td>$510.00</td>
<td>$510.00</td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td>$2,493.00</td>
<td></td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplies</td>
<td></td>
<td></td>
<td>$2,493.00</td>
<td></td>
</tr>
</tbody>
</table>

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")
6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE: this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):
1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

<table>
<thead>
<tr>
<th>Item</th>
<th>Contractual Services Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight and Postage</td>
<td>$180.00</td>
<td>Add</td>
</tr>
<tr>
<td>DSATS Vehicle Repair</td>
<td>$500.00</td>
<td>Add</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>$200.00</td>
<td>Add</td>
</tr>
<tr>
<td>City Attorney Fees</td>
<td>$5,200.00</td>
<td>Add</td>
</tr>
<tr>
<td>FY17 City Audit</td>
<td>$1,150.00</td>
<td>Add</td>
</tr>
<tr>
<td>Public Notice / Legal Ads</td>
<td>$1,400.00</td>
<td>Add</td>
</tr>
<tr>
<td>RFP Notices</td>
<td>$400.00</td>
<td>Add</td>
</tr>
<tr>
<td>Annual Meeting Dates</td>
<td>$400.00</td>
<td>Add</td>
</tr>
<tr>
<td>DSATS Org Domain</td>
<td>$30.00</td>
<td>Add</td>
</tr>
</tbody>
</table>
## State of Illinois
### UNIFORM GRANT BUDGET TEMPLATE

<table>
<thead>
<tr>
<th>Item</th>
<th>Contractual Services Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Outreach Ads</td>
<td>$800.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td>APA Dues</td>
<td>$470.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td>IPTA Dues</td>
<td>$30.00</td>
<td>Add Delete</td>
</tr>
</tbody>
</table>

State Total $10,760.00

Non-State Total

Total Contractual Services $10,760.00

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")
7). Consultant Services and Expenses (2 CFR 200.459)

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

<table>
<thead>
<tr>
<th>Consultant Services (Fees)</th>
<th>Services Provided</th>
<th>Fee</th>
<th>Basis</th>
<th>Quantity</th>
<th>Consultant Services (Fee) Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESRI</td>
<td>GIS Software</td>
<td>$12,195.00</td>
<td></td>
<td>1</td>
<td>$12,195.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td></td>
<td>Grant Management Software</td>
<td>$430.00</td>
<td></td>
<td>1</td>
<td>$430.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td></td>
<td>Pavement Condition Survey</td>
<td>$29,353.00</td>
<td></td>
<td>1</td>
<td>$29,353.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td></td>
<td>Traffic Counts</td>
<td>$36,000.00</td>
<td></td>
<td>1</td>
<td>$36,000.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td></td>
<td>Website Maintenance</td>
<td>$790.00</td>
<td></td>
<td>1</td>
<td>$790.00</td>
<td>Add Delete</td>
</tr>
</tbody>
</table>

State Total: $78,768.00

Add Delete

NON-State Total

Total Consultant Services (Fees): $78,768.00

**Consultant Services Narrative (State):**

**Consultant Services Narrative (Non-State):**

<table>
<thead>
<tr>
<th>Consultant Expenses - Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Consultant Expenses Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
</table>

State Total

Add Delete
<table>
<thead>
<tr>
<th>Consultant Expenses - Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Consultant Expenses Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Consultant Expenses</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")
8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

State Total

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

Non-State Total

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total Construction

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)
List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Occupancy Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Delete</td>
</tr>
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State Total

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Occupancy Cost</th>
<th>Add/Delete Row</th>
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<td></td>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

NON-State Total

Total Occupancy - Rent and Utilities

**Occupancy - Rent and Utilities Narrative (State):**

**Occupancy - Rent and Utilities Narrative (Non-State):** (i.e. "Match" or "Other Funding")

GOMBGATU-3002-(R-02-17) Page 18 of 27
10). Research & Development (R&D) (2 CFR 200.87)

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Research and Development Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Add</td>
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<td>Delete</td>
</tr>
</tbody>
</table>

State Total

<table>
<thead>
<tr>
<th>Non-State Total</th>
<th>Add</th>
<th>Delete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-State Total</td>
<td>Add</td>
<td>Delete</td>
</tr>
</tbody>
</table>

Total Research and Development

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")
11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Telecommunications Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone/Tablet Data Plans</td>
<td>2</td>
<td></td>
<td>$150.00</td>
<td>1</td>
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<td>Total Telecommunications</td>
<td></td>
</tr>
</tbody>
</table>

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")
12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Training and Education Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

State Total

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Training and Education Cost</th>
<th>Add/Delete Row</th>
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</tbody>
</table>

NON-State Total

Total Training and Education

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")
13. Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Direct Administrative Cost</th>
<th>Add/Delete Row</th>
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<tbody>
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</tbody>
</table>

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Other or Miscellaneous Cost</th>
<th>Add/Delete Row</th>
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State Total

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<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Other or Miscellaneous Cost</th>
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NON-State Total

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<th>Description</th>
<th>Quantity</th>
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<th>Cost</th>
<th>Length of Time</th>
<th>Other or Miscellaneous Cost</th>
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</table>

Total Other or Miscellaneous Costs

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
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<td>Non-State Total</td>
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<td>Delete</td>
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<td>Total Grant Exclusive Line Item</td>
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</tr>
</tbody>
</table>

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item  Delete Grant Exclusive Line Item
16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Base</th>
<th>Rate</th>
<th>Indirect Cost</th>
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</tr>
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<tbody>
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<td>$0.10</td>
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<td>State Total</td>
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<td>$15,188.40</td>
<td>Add Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
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</tr>
<tr>
<td>Total Indirect Costs</td>
<td></td>
<td></td>
<td>$15,188.40</td>
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</tbody>
</table>

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):
# State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

**Budget Narrative Summary**—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$112,749.80</td>
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<td>$112,749.80</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
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<td>$39,133.00</td>
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<tr>
<td>3. Travel</td>
<td>$6,896.00</td>
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<tr>
<td>4. Equipment</td>
<td>$250.00</td>
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<td>$250.00</td>
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<tr>
<td>5. Supplies</td>
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<td>$2,493.00</td>
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<tr>
<td>6. Contractual Services</td>
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<td>$10,760.00</td>
<td>$10,760.00</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td></td>
<td>$78,768.00</td>
<td>$78,768.00</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
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</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Research and Development (R &amp; D)</td>
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<td></td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>12. Training and Education</td>
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</tr>
<tr>
<td>13. Direct Administrative Costs</td>
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<td></td>
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</tr>
<tr>
<td>14. Other or Miscellaneous Costs</td>
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<tr>
<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
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</table>
For State Use Only

Grantee: City of Dekalb

Data Universal Number System (DUNS) Number (enter numbers only): 031611213

Notice of Funding Opportunity (NOFO) Number: n/a

Catalog of State Financial Assistance (CSFA) Number: 494-00-1009

CSFA Short Description: Metropolitan Planning Program

Fiscal Year(s): 2018

Initial Budget Request Amount: $266,538.20

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved: $266,538.20

Program Approval Name: Thomas J. Keeso

Program Approval Signature: Thomas J. Keeso

Date: 10-19-17

Fiscal & Administrative Approval Name:

Fiscal & Administrative Approval Signature:

Date:

Budget Revision Approved:

Program Approval Name:

Program Approval Signature:

Date:

Program Approval Name:

Program Approval Signature:

Date:

$200.308 Revision of budget and program plans:

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

GOMBGATU-3002-(R-02-17)